

# User Agreement, Release & Waiver of Liability

## Instructions for Implementing in Your MN State Agency

The **Wellness Class Attendance/User Agreement, Release & Waiver of Liability** (see the next page) is provided by Work Well, the health improvement benefit provided for all State of Minnesota employees.

It is provided as a template for Minnesota state agencies who may wish to use it as is, or modify them to fit the needs and guidelines of their agency.

1. Adapt the attached waiver for your state agency, replacing (Agency Name) with your agency's name, and including your agency's address, and logo, if appropriate.
2. Have the waiver reviewed by your agency's lawyer and others as deemed necessary.
3. Develop a plan in your agency that assures:
  - a. A way to deliver the waiver to potential participants in advance of the activity or at the start of class.
  - b. Each employee has time before the start of the activity to read and sign the waiver.
  - c. Steps to collect the waivers and store them in a secure place for the legally appropriate amount of time.

Please direct comments and questions to:

Linda Feltes  
Project Manager—Worksite Wellness  
Minnesota Management & Budget  
SEGIP Health Solutions  
658 Cedar St.  
St. Paul, MN 55155

[Linda.Feltes@state.mn.us](mailto:Linda.Feltes@state.mn.us)

[Work.Well@state.mn.us](mailto:Work.Well@state.mn.us)

651-259-3779

[Agency Name]  
[Agency Address 1]  
[Agency Address 2]  
[City, State, Zip]

## **Wellness Class Attendance/User Agreement, Release & Waiver of Liability**

In consideration of the sponsorship of space by the [Agency Name] for employee fitness and wellness activities, I \_\_\_\_\_ [employee name] understand and agree as follows:

1. To the best of my knowledge, I am physically sound and have medical approval by my doctor to participate in physical exercise activities of the type normally engaged in a voluntary health & fitness facility.
2. I understand and agree that I am personally responsible for learning how to use the space and/or participate in fitness or wellness program properly and safely. I am responsible for establishing and maintaining my own exercise program.
3. I understand and agree that any personal information obtained in the course of my use of this fitness or wellness space or program will be held strictly confidential, and that no medical information will be released without consent. I specifically consent to the release of all my medical information to any medical officer or health care provider in the event of a medical emergency.
4. I agree to abide by all the rules and policies of the operation and use of any equipment and facility. I further agree to refrain from using equipment that I determine to be defective or in need of maintenance or repair.
5. I understand that a risk of injury is present when engaging in physical activities and I assume all responsibilities and risk of participation in this program. I will not hold a wellness committee, instructor, volunteer class leader or the State of Minnesota liable in any way should I become injured while, or after I participate in a wellness or fitness class.
6. I understand and agree that participation in this fitness or wellness activity is voluntary, even if it occurs during the normal working hours of my employment, and if I incur any injuries during normal working hours, such injuries incurred while so participating fall within the exclusion of Worker's Compensation coverage, as provided in Minnesota Statutes 176.021 subdivision 9. (Add new laws if passed.)
7. IN CONSIDERATION OF THE ACCEPTANCE OF MY AGREEMENT, I THE UNDERSIGNED INTENDED TO BE LEGALLY BOUND FOR MYSELF, MY HEIRS, EXECUTORS, AND ADMINISTRATORS AND DO HEREBY RELEASE ANY AND ALL SPONSORS OF THIS FITNESS AND WELLNESS PROGRAM AND ITS REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL LIABILITY ARISING FROM INJURIES, INCLUDING DEATH, THAT I MAY SUFFER AS A RESULT OF MY PARTICIPATION. I ATTEST AND VERIFY THAT I AM PHYSICALLY SOUND AND HAVE MEDICAL APPROVAL BY MY DOCTOR TO PARTICIPATE IN PHYSICAL EXERCISE ACTIVITIES OF THE TYPE NORMALLY ENGAGED IN A VOLUNTARY HEALTH & FITNESS FACILITY.
8. I HAVE CAREFULLY READ THIS AGREEMENT, RELEASE & WAIVER OF LIABILITY, AND I KNOW ITS CONTENTS. I HAVE VOLUNTARILY SIGNED AS MY OWN FREE ACT.



---

Wellness or Fitness Activity Name

Date	PRINT Your Name Here	SIGN Your Name Here
	1.	
	2.	
	3.	
	4.	
	5.	
	6.	
	7.	
	8.	
	9.	
	10.	
	11.	
	12.	
	13.	
	14.	
	15.	
	16.	
	17.	
	18.	
	19.	
	20.	
	21.	
	22.	
	23.	
	24.	
	25.	
	26.	
	27.	
	28.	
	29.	
	30.	
	31.	
	32.	
	33.	
	34.	
	35.	
	36.	
	37.	
	38.	
	39.	
	40.	